



GOVERNMENT OF THE DISTRICT OF COLUMBIA
CHILD AND FAMILY SERVICES AGENCY (CFSA)
SOLICITATION, OFFER, AND AWARD
SECTION A



1. ISSUED BY/ADDRESS OFFER TO: Government of the District of Columbia Child and Family Services Agency (CFSA) Contracts and Procurement Administration 955 L'Enfant Plaza, SW, North Building, Suite 5200 Washington, DC 20024		2. PAGE OF PAGES: 1 OF 48	
		3. CONTRACT NUMBER:	
		4. SOLICITATION NUMBER: CFSA-10-I-0004	
		5. DATE ISSUED:	
		6. OPENING/CLOSING TIME: October 27, 2009 /November 30, 2009 @ 2:00 PM (EST) local time	
7. TYPE OF SOLICITATION: <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)	8. DISCOUNT FOR PROMPT PAYMENT:		
NOTE: IN SEALED BID SOLICITATION "OFFER AND OFFEROR" MEANS "BID AND BIDDER"			

SOLICITATION

9. Sealed offers in original and **2 copies** for furnishing the supplies or services in the Schedule will be received at the place specified in block one (1), or if hand carried, in the depository located in block one (1) until **CLOSING DATE- no later than 2:00pm (EST)**.

CAUTION: LATE Submission, Modifications and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.

10. INFORMATION CALL	NAME: Pamela Glover Contract Specialist	TELEPHONE NUMBER: (202) 724-7579	B. E-MAIL ADDRESS: Pamela.glover@dc.gov
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OFFER (TO BE COMPLETED BY OFFEROR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **180** calendar days (unless a different period is inserted by the offeror) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DISTRICT under "AWARD" below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledge receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated):		AMENDMENT NO:		DATE:	
14. NAME AND ADDRESS OF OFFEROR:				15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)	
14A. TELEPHONE NUMBER:				15A. SIGNATURE:	
AREA CODE:		NUMBER:		15B. OFFER DATE:	
EXT:					

AWARD (To be completed by the CFSA)

16. ACCEPTED AS TO THE FOLLOWING ITEMS:		17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) Tara Sigamoni		19. CONTRACTING OFFICER SIGNATURE:	
		20. AWARD DATE:	
IMPORTANT NOTICE: AWARD WILL BE MADE ON THIS FORM, OR ON CFSA FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE			

CFSA SOLICITATION/OFFER /AWARD FORM 33 (REV. 01-01) GOVERNMENT OF THE DISTRICT OF COLUMBIA

SECTION B: SUPPLIES OR SERVICES AND PRICE/COST

B-1 SERVICES:

- B-1.1 The Government of the District of Columbia Child and Family Services Agency (CFSA) is seeking a Contractor to provide Transportation Services for CFSA Youth. The CFSA Youth require round trip and/or one-way transportation services from their residences or other designated locations to/from School, in a timely manner or one-way transportation from school to designated locations.
- B-1.2 The Contractor must provide all necessary labor, management, supervision, equipment, materials, transportation, facility(s) and any other items necessary to provide the services of the resultant Contract.

B-2 TYPE OF CONTRACT:

- B.2.1 The resulting contract(s) from this solicitation will be IDIQ contract(s) with fixed unit hourly prices. Pursuant to the requirements of 27 DCMR § 2416.10, the contract minimum and maximum for the term of the contract shall be as stated in section B.3.

B-3 PRICING SCHEDULE:

Bidder shall complete and return the Pricing Schedule in the Bid Package.

B.3 PRICE SCHEDULE**B.3.1 BASE PERIOD – Aggregate Award Group****CLINS 0001-0005**

Contract Line Item No. (CLIN)	Item Description	Unit	Minimum Number of Trips (A)	Price Per Trip (B)	Maximum Number of Trips (C)	Contract Minimum (A x B)	Contract Maximum (B x C)
0001	January 2010 June 2010 105 School Days (Regular School Days)	Round Trips	10 Trips x 105 Days	\$_____	20		
0002	January 2010 June 2010 105 School Days (Regular School Days)	One-Way Trips	10 Trips x 105 Days	\$_____	20		
0003	June 28, 2010 through August 6, 2010 = 28 (Summer School Days)	Round Trips	5 Trips x 28 Days	\$_____	10		
0004	June 28, 2010 through August 6, 2010 = 28 (Summer School Days)	One-Way Trips	5 Trips x 28 Days	\$_____	10		
0005	Base Year Ceiling Contract Amount						
Total							

B.3 PRICE SCHEDULE**B.3.2 Option Year One – Aggregate Award Group****CLINS 1001-1005**

Contract Line Item No. (CLIN)	Item Description	Unit	Minimum Number of Trips (A)	Price Per Trip (B)	Maximum Number of Trips (C)	Contract Minimum (A x B)	Contract Maximum (B x C)
1001	January 2010 June 2010 105 School Days (Regular School Days)	Round Trips	10 Trips x 105 Days	\$_____	20		
1002	January 2010 June 2010 105 School Days (Regular School Days)	One-Way Trips	10 Trips x 105 Days	\$_____	20		
1003	June 28, 2010 through August 6, 2010 = 28 (Summer School Days)	Round Trips	5 Trips x 28 Days	\$_____	10		
1004	June 28, 2010 through August 6, 2010 = 28 (Summer School Days)	One-Way Trips	5 Trips x 28 Days	\$_____	10		
1005	Option Year One Ceiling Contract Amount						
Total							

B.3 PRICE SCHEDULE**B.3.3 Option Year Two – Aggregate Award Group****CLINS 2001-2005**

Contract Line Item No. (CLIN)	Item Description	Unit	Minimum Number of Trips (A)	Price Per Trip (B)	Maximum Number of Trips (C)	Contract Minimum (A x B)	Contract Maximum (B x C)
2001	January 2010 June 2010 105 School Days (Regular School Days)	Round Trips	10 Trips x 105 Days	\$_____	20		
2002	January 2010 June 2010 105 School Days (Regular School Days)	One-Way Trips	10 Trips x 105 Days	\$_____	20		
2003	June 28, 2010 through August 6, 2010 = 28 (Summer School Days)	Round Trips	5 Trips x 28 Days	\$_____	10		
2004	June 28, 2010 through August 6, 2010 = 28 (Summer School Days)	One-Way Trips	5 Trips x 28 Days	\$_____	10		
2005	Option Year Two Ceiling Contract Amount						
Total							

B.3 PRICE SCHEDULE**B.3.4 Option Year Three – Aggregate Award Group CLINS 3001 – 3005**

Contract Line Item No. (CLIN)	Item Description	Unit	Minimum Number of Trips (A)	Price Per Trip (B)	Maximum Number of Trips (C)	Contract Minimum (A x B)	Contract Maximum (B x C)
3001	January 2010 June 2010 105 School Days (Regular School Days)	Round Trips	10 Trips x 105 Days	\$_____	20		
3002	January 2010 June 2010 105 School Days (Regular School Days)	One-Way Trips	10 Trips x 105 Days	\$_____	20		
3003	June 28, 2010 through August 6, 2010 = 28 (Summer School Days)	Round Trips	5 Trips x 28 Days	\$_____	10		
3004	June 28, 2010 through August 6, 2010 = 28 (Summer School Days)	One-Way Trips	5 Trips x 28 Days	\$_____	10		
3005	Option Year Three Ceiling Contract Amount						
Total							

B.3 PRICE SCHEDULE**B.3.5 Option Year Four – Aggregate Award Group****CLINS 4001-4005**

Contract Line Item No. (CLIN)	Item Description	Unit	Minimum Number of Trips (A)	Price Per Trip (B)	Maximum Number of Trips (C)	Contract Minimum (A x B)	Contract Maximum (B x C)
4001	January 2010 June 2010 105 School Days (Regular School Days)	Round Trips	10 Trips x 105 Days	\$_____	20		
4002	January 2010 June 2010 105 School Days (Regular School Days)	One-Way Trips	10 Trips x 105 Days	\$_____	20		
4003	June 28, 2010 through August 6, 2010 = 28 (Summer School Days)	Round Trips	5 Trips x 28 Days	\$_____	10		
4004	June 28, 2010 through August 6, 2010 = 28 (Summer School Days)	One-Way Trips	5 Trips x 28 Days	\$_____	10		
4005	Option Year Four Ceiling Contract Amount						
Total							

B.3.4 Grand Total

Period of Performance	Extended Total
Base Year (B.3.1)	\$ _____
Option Year One (B.3.2)	\$ _____
Option Year Two (B.3.3)	\$ _____
Option Year Three (B.3.4)	\$ _____
Option Year Four (B.3.5)	
Grand Total	\$ _____
Evaluated (LSDBE) Total	\$ _____

****** END OF SECTION B ******

SECTION C: SCOPE OF WORK REQUIREMENTS

C-1 SCOPE OF SERVICES

- C-1.1 The Contractor shall provide complete transportation services for CFSA Youth with case management. The children are clients of the Child and Family Services Agency (CFSA) and require round trip and/or one-way transportation services from their residences or other designated locations to and from school, in a timely manner, or one-way transportation from school to designated locations.
- C-1.2 Complete transportation service is defined as service as specified in the attached Section B for the 2009-2013 school year and summer school, that may be established by the District of Columbia Public School (DCPS) System throughout the contract period.

C-2 TARGET POPULATION

- C-2.1 The Contractor shall provide transportation services for CFSA Youth with case management, ages six (6) to twenty-one (21), who are wards of the District of Columbia Child and Family Services Agency, and who may have mild to severe emotional, physical, learning, visual and/or speech impairments.
- C-2.2 CFSA has estimated that children shall be provided services during the regular school year; from August through June (per the DCPS and PGCPs Calendars; which will be attached to the awarded contract and updated annually).
- C-2.3 CFSA has estimated that up to twenty (20) children shall be provided services between the end of the regular school year, and the beginning of summer school, from June through August, (per the DCPS and PGCPs Calendars; which will be attached to the awarded contract and updated annually).
- C-2.4 CFSA has estimated that up to twenty (20) children shall be provided services during summer school, from July through August, (per the DCPS and PGCPs Calendars; which will be attached to the awarded contract and updated annually).
- C-2.5 The Contractor and Contractor's staff shall be knowledgeable and sensitive to the needs and anxieties of the children, their families, and/or surrogate caregivers.

C-3 LOCATION OF SERVICES

- C-3.1 The Contractor shall provide transportation services primarily within the Baltimore/Washington Area. The Baltimore/Washington Area is defined as: the District of Columbia; Prince George's County, Maryland; Montgomery County, Maryland; Alexandria, Virginia; Arlington County, Virginia; Fairfax County, Virginia; Baltimore County, Baltimore City and Anne Arundel, Maryland. When requested by the Contracting Officer as a result of a court order or otherwise, the Contractor shall provide out-of-state services in accordance with this contract.
- C-3.2 While almost all transportation service requirements will be within the Metropolitan/Washington Area, there may be occasions when a child will require transportation services beyond this area. These areas are designated as "non-routine trip" areas; and will be calculated and billed according to the rates designated in the pricing schedule.

C-4 SPECIFIC REQUIREMENTS

- C-4.1 The Contractor shall provide all supervision, personnel, licenses, insurance, equipment, fuel, and operating supplies required to perform the transportation services.
- C-4.2 The Contractor shall possess, at contract initiation and maintain throughout the term of this Contract, a Certificate of Necessity from the Baltimore/Washington Area Transit Commission, which attests to its authority to engage in the business of transportation of children, ages six (6) through twenty-one (21).

- C-4.3 The Contractor shall comply with all required Federal, State, District or Municipal regulations that are required to perform transportation services during the term of the contract.
- C-4.4 The Contractor shall provide services daily between the hours of 5:30 am to 6:00 pm, or until the last rider has been delivered to the destination, whichever is later. This means that the Contractor shall be at the pick-up point of a child at 5:30 am, if needed. The Contractor shall be required to extend services beyond 6:00 pm, if all riders have not been picked up and returned to their designated location by that time.
- C-4.5 The Contractor shall provide transportation by the most direct routes possible, with deviations occurring, only because of unforeseen circumstances, which may require re-routing, such as encounters with emergency vehicles, road repairs, or accidents. There shall be no other riders in the vehicle with the exception of the children being transported, the Escort Aide and the Driver. The Contractor shall not “mix” passengers from any other contract, or for any reason. The Contract shall make prompt pick-up and drop-off trips in timely manners, conducive to the daily traffic.
- C-4.6 The Contractor shall provide round-trip and/or one-way transportation services for the children, from their school, residence or other designated locations, Monday through Friday, except on the holidays specified below: (Also, refer to the DCPS and PGCPs Calendars; provided at Contract award.)
- New Years Day
 - Martin Luther King, Jr., Day
 - Presidents’ Day
 - D.C Emancipation Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans Day
 - Thanksgiving Day
 - Christmas Day
- C-4.7 The Contractor shall provide one (1) driver and one (1) escort aide on each vehicle, when transporting the children.
- C-4.8 The Contractor shall attempt to fill the Escort Aide positions with an applicant who has demonstrated ability in working with children, with special needs. The Contractor shall also ensure that the escort aides safely assist children to and from, the pick-up and drop off sites, and on and off the vehicle, and provide adequate supervision throughout the duration of the transport.
- C-4.9 The Contractor shall ensure that all children are fastened in age-appropriate and weight-appropriate seat belts, as required by law. Children over one (1) year of age, weighing between 20-40 pounds, must be secured in a forward facing safety seat, with harness straps at or above the shoulders. Older children, until the age of eight, weighing forty (40) and eight (80) pounds, unless they are at least 4’9” tall, should be secured in a forward facing, belt positioning booster, must be used with both lap and shoulder belts. Children over eight (80) pounds, shall be secured in seat belts, where the harness goes across the shoulder and lap, and the knee bends over the seat.
- C-4.10 The Contractor shall ensure that all wheelchairs are securely fastened and immobilized, and that the child is securely belted in.
- C-4.11 The Contractor shall respond to disciplinary problems and other non-medical type emergencies. The Contractor shall ensure that all drivers and escort aides are sufficiently trained in de-escalation techniques pertaining to children whose behavior poses a risk to self or others during a transport. The training shall meet nationally recognized standards governing appropriate use of de-escalation. The Contractor shall ensure its employees successfully complete the training, prior to assignment of a transport route or being allowed to operate or work on a transport vehicle.

- C-4.11.1 De-escalation is the reduction in the intensity of a conflict. De-escalation training refers to specific training in nationally recognized techniques, to achieve the goal. Some nationally recognized techniques include physical Aggression and Response Training (PART) and handle With Care Behavior Management System. CFSA will provide a recommended list of Trainers.
- C-4.11.2 The Contractor shall ensure that disciplinary problems are not handled by cruel or unusual methods. The application of disciplinary action shall be fair, reasonable, and consistent. The Contractor shall ensure that efforts, other than physical restraint, are used to redirect or de-escalate a situation, unless the child's behavior poses an immediate risk to his/her physical safety or to other children in transport.
- C-4.12 The Contractor shall provide adequate supervision and assistance to all children being transported. If at any time a child's behavior, during the transport becomes such that special supervision is required, the Contractor shall ensure that the child is closely monitored. The Contractor shall report the incident to the CFSA COTR/ Supervisor of Multi-Disciplinary Teaming at (202) 715-7789, who shall work with the child's CFSA Community Social Worker, to develop a plan to address the high-risk behavior. Unusual incidents should be reported; using the standard form entitled "**CFSA Employee Unusual Incident (UI) Report**", provided by CFSA at Contract award. All unusual incidents report forms shall be completed within 24 hours of the event. Additionally, the Contractor shall report any incidents of abuse or neglect to CFSA's Intake hotline on 202-671-7233 (SAFE). Incidents of abuse or neglect include, but are not limited to, children abusing other children and/or drivers or escort aides abusing children.
- C-4.13 The Contractor shall request immediate assistance for children experiencing medical emergencies. The Contractor shall immediately dial 911, for medical assistance for the child and shall take all safety precautions ensuring the remaining children are not at risk of harm during the episode. The Contractor shall ensure that the driver and escort aide follow the direction of the 911 Operator and the on-site emergency medical team.
- C-4.14 The Contractor shall ensure that each driver and escort aide is equipped daily, with cellular telephones and/or other communication devices that are operable at all times. The equipment shall be adequate and available for use in emergency situations.
- C-4.15 The Contractor shall ensure that each driver and escort aide have current training, on the basic standards of first aid and age-appropriate cardiopulmonary resuscitation (CPR). Approved first aid and CPR training shall be in accordance with a nationally recognized standard, such as American Red Cross, or the American heart Association. Documentation of such training shall be provided to CFSA within thirty (30) days of the execution of this contract.
- C-4.16 The Contractor shall maintain a record of all first aid and CPR trained employees, showing who has completed the training. The Contractor shall monitor expiration dates, to ensure that all employees have current training.
- C-4.17 The Contractor shall perform transportation services, in accordance with the transportation schedule provided, by the CFSA COTR/ Supervisor of Multi-Disciplinary Teaming, at the inception of the contract. Afterwards, the CFSA COTR shall contact the Contractor, by telephone with a follow-up email, to convey any new student requests.

C-5 STAFF REQUIREMENTS

- C-5.1 The Contractor shall have employees that are fully qualified, free from communicable diseases, and physically able to perform their duties.
- C-5.2 The Contractor shall have written policies and procedures covering qualifications, training, drug testing and employee duties for staff, volunteers or interns. Employees shall have a minimum of a high school diploma or GED and pass a drug test prior to the offer of employment, by the Contractor.

- C-5.3 The Contractor shall maintain records on each employee's suitability for performing the duties of driver or escort aide. The records shall be maintained in the main office and made available for inspection by CFSA's COTR (or designee) upon request, within thirty (30) days after the date of Contract award.
- C-5.4 The Contractor shall ensure that all direct (driver, escort aides, etc.) and indirect staff, but not limited to consultants, do not have any prior criminal record or convictions for child abuse or neglect, molestation, sexual abuse, rape, drug possession or drug distribution. The Contractor shall ensure that each employee has not been disqualified by a criminal background check prior to having unsupervised access to children. The Contractor shall provide CFSA verification that all employees are free of criminal records, or convictions; are drug and alcohol free and are not in treatment for drug or alcohol abuse.
- C-5.5 The Contractor shall maintain a record for each employee; consultant, intern or volunteer who has unsupervised access to children and these individuals shall have completed an application for employment and signed a form enabling the Contractor to do a criminal background check. The Contractor shall submit personal background information for each employee to a criminal background system, comparable to a state to state clearance, such as National Criminal Information Center (NCIC).
- C-5.6 The Contractor shall ensure that each employee who performs services under this Contract, have a (1) police clearance from each state in which they have lived, for the past five (5) years; and (2) a child protective registry clearance. **The Contractor shall submit this documentation to CFSA prior to Contract award.**
- C-5.7 The Contractor shall terminate or deny employment to any employee, prospective employee, intern or volunteer, for misrepresenting his/her background information. In addition, the Contractor shall immediately terminate any employee, intern or volunteer for drug or alcohol abuse, or the perpetration of child abuse of any child.
- C-5.8 The Contractor shall ensure that all employees wear and display an identification badge that displays a picture of the employee, the employee's name, weight, hair color, color of eyes, and date the identification was issued, while performing services under this contract.
- C-5.9 The Contractor shall designate an employee to serve as Dispatcher who shall work with the CFSA COTR, on a day-to-day basis.
- C-5.10 The Contractor shall ensure that each driver has a valid driver's license in his or her possession, while operating a vehicle. The driver's license shall be appropriate for the type of vehicle being driven.
- C-5.11 The Contractor shall develop and maintain an on-call or back-up Driver plan to compensate for employees, who are absent from work for any reason. The Contractor shall ensure that each transport vehicle is staffed with a driver and escort aide, and that transportation is not interrupted, due to staffing issues.
- C-5.12 The Contractor shall ensure that drivers obey all posted traffic signals. CFSA shall not be responsible for traffic tickets or other liabilities incurred as a result of driver negligence.

C-6 VEHICLE REQUIREMENTS

- C-6.1 The Contractor shall provide a fleet of passenger vehicles capable of transporting the numbers and types of children set forth in this solicitation. The vehicles shall conform to Highway Safety Standards, meet the Americans with Disabilities Act requirements, and other regulations required for providing transportation services. In addition, the vehicle shall have adequate heating and air conditioning.
- C-6.2 The Contractor shall ensure that each vehicle is adequately insured for the maximum liability coverage. The Contractor shall not permit an employee to transport children in personal vehicles.
- C-6.3 The Contractor shall have passenger vehicles that have a maximum seating capacity for fifteen (15) passengers, and a minimum seating capacity for six (6) passengers. The Contractor shall have ready access to wheel chair accessible vehicles, as needed.

- C-6.4 The Contractor's vehicles shall be equipped with:
1. Operational lap and shoulder seat belts, for passengers in the most forward seat, and shoulder harness and lap type belts, for all other passengers. Vehicles shall be equipped with seat belts, car seats and booster seats and/or other appropriate safety devices, for all passengers as required by law. The number of passengers shall not exceed the vehicle number of seat belts.
 2. Seat belts or approved child passenger restraint systems, as appropriate for the child, whenever the vehicle is in motion.
 3. Fire extinguishers approved by the Washington Metropolitan Area Transit Commission (WMATC). Fire extinguishers shall be adequately maintained and recharged and ready for use at all times. Fire extinguishers shall receive maintenance certification, by a licensed firm specializing in this work; based upon the manufacturers recommended schedule. Maintenance means a thorough check of the extinguisher, for mechanical parts, extinguishing agents, and expelling means.
 4. A first aid kit of appropriate type and capacity, consistent with WMATC Standards. First aid kits shall contain, at a minimum, barrier gloves, one-way resuscitation masks, bandages, scissors, tweezers, ace bandages, gauze, thermometer and alcohol swabs or something similar.
 5. "Fasten Seat Belt" and "No Smoking" signs shall be posted inside every vehicle.
 6. Operable cellular telephones or other emergency communication devices for the driver and escort aide. The equipment shall be adequate and available for use in emergency situations.
 7. For special needs routes, all motorized vehicles must be equipped with an orthopedic lift, the capacity to accommodate a minimum of two (2) wheelchairs, in a forward facing position, be air conditioned and be equipped with seats that contain seatbelts.
- C-6.5 The Contractor shall adhere to the following inspection and maintenance of its vehicles/equipment, at its own expense:
1. The Contractor shall ensure that each vehicle used in the performance of the contract is inspected annually, by the applicable Department of Motor Vehicles or the local jurisdiction for operational safety. The Contractor's vehicle must pass this inspection and display a valid inspection sticker at all times. Vehicles that do not pass this inspection shall be immediately removed from the transportation service, until repairs are made and the vehicle passes the re-inspection.
 2. The Contractor shall ensure that each vehicle is legally licensed and registered in the State where the business is located.
 3. The Contractor shall assume full responsibility for the preventive and remedial maintenance of all vehicles. All vehicles shall be maintained in safe operating condition at all times.
 4. The Contractor shall keep the exterior and interior of all vehicles clean and litter-free at all times. Any vehicle utilized shall be made available for inspection at any reasonable time, at the request of the CFSA COTR or designee.
- C-6.5.1 Marking of the vehicles used to transport individuals served by CFSA. The following Information must appear on both sides of each vehicle used to transport passengers under WMATC authority and CFSA standards;
- C-6.5.2 The carrier's legal name or trade name appearing on the carrier's certificate of authority, or otherwise approved by WMATC for use in the Washington Metropolitan Area, preceded by the phrase "operated by" if some other name also appears on the vehicle; and
- C-6.5.3 "WMATC" followed by either the carrier's certificate of authority number or, if applicable, the carrier's temporary or approval number.
- C-6.5.4 The markings required by this regulation shall contrast sharply in color with the background and be legible during daylight hours from a distance of fifty (50) feet. Marking less than two and one-half inches in height are presumed not to be legible from fifty feet. The markings shall be kept and maintained in a manner preserving the required legibility. The markings required by this regulation shall be permanent.

C-6.6 The Contractor shall have full responsibility for the storage of vehicles during non-working hours. CFSA is not responsible for stolen or vandalized vehicles.

C-6.7 The Contractor shall adhere to the following in case of emergency:

1. In the event of an accident or other incident of emergency nature, the Contractor is to ensure that each child is safe and supervised during the incident. Further, the Contractor shall have an emergency vehicle exit plan covering each child and his/her specific need. If an incident takes place before or after regular business hours and the transportation coordinator or supervisory personnel of CFSA are unavailable, the Contractor shall contact the CFSA hotline to report the status of the children.
2. The Contractor shall ensure that if a Driver experiences an emergency, such as vehicle breakdown or accident, he/she shall notify their Dispatcher immediately, who will immediately notify the CFSA COTR. The Contractor shall develop an emergency plan addressing how and when to contact the CFSA COTR and shall ensure that the individual is available to the Dispatcher reporting an emergency event.
3. The Contractor shall ensure that the Driver contacts the CFSA Hotline at (202) 671-7233 (SAFE), to request immediate notification of the Office of Clinical Practice's clinician on call to report the status of the children, in the event of an accident or other emergency. The Driver shall, if physically able, call for medical assistance, notify the Police Department, and then call their Dispatcher. The Driver shall provide the on-call Clinician and the Dispatcher, with the following information:
 - Description of and the extent of the accident/damage.
 - Time and location of the accident or broken vehicle.
 - The names and severity of injuries to children in transport, including employees.
 - The name of the emergency service provider.
 - The hospital or location where injured children or employers are transported.
 - The disposition of uninjured children and/or employees.
- The Contractor shall ensure that this information is immediately reported to CFSA and shall submit, in writing an Unusual Incident Report, using the standard form provided by CFSA, to the COTR, within twenty-four (24) hours of the accident.
- In the event a disaster takes place during the time that children are being transported, children shall be kept on the bus/van and the driver shall ask for assistance through radio contact with the Dispatcher. If roads are impassable, any child who is at home waiting for the bus shall not be picked up and remains the responsibility of the Parent or Guardian. In the afternoon, the driver shall make every attempt to continue delivering students to their homes. Should road conditions prevent the driver from delivering students to their home, or to school in the morning; the students shall be delivered to the nearest school site. Parents or Guardians may pick them up after the DCPS Communications Office or local radio and television outlets have announced the "all-clear" signal. The Contractor shall notify the Multi-Disciplinary Teaming Supervisor or the CFSA Hotline of the location of the children.

C-6.8 The Contractor shall provide an approved plan, describing child accountability, at the end of each shift. The Contractor shall ensure that each child is accounted for prior to the vehicle beginning the designated route and prior to ending the designated route. Further, the Contractor shall provide an approved plan on reporting, when a child is missing from his/her assigned vehicle.

C-6.9 The Contractor shall notify CFSA's COTR when a child is not picked up from his/her designated location, by the end of the shift. Within 24 hours, the Contractor shall provide a written report describing why the child was not available for pick-up. The Contractor shall ensure that drivers maintain a daily log, covering all children using the transportation system. This includes, but is not limited to the child's name, time and location of pick-up and drop-off; and responsible Parent or Adult and the responsible Parent/Adult's telephone number. The Contractor shall coordinate with CFSA's COTR on verifying names and identity of the child's caregiver.

C-7 CONSOLIDATION OF ROUTES

- C-7.1 The Contractor shall ensure that all daily pick-up and drop-off points are in the close proximity to where the child resides, and where he/she must be transported. The Contractor is not permitted to allow drivers to pick-up or drop-off children outside the designated route, unless current circumstance dictates. This is only allowable on a case-by-case basis, and is not permitted as a general rule of operation.
- C-7.2 The Contractor is not permitted to allow non-routine trips unless it has been approved in advance by the CFSA COTR. One-way trips are not permitted, unless written notification is provided to the Driver, indicating the child is not to be picked up from his/her drop-off point. The Contractor shall choose routes that will require the least amount of time on the bus/van for children, and represents the shortest distance between points.

C-8 TOBACCO-FREE AND ALCOHOL/DRUG-FREE ENVIRONMENT

- C-8.1 CFSA desires to maintain a tobacco, alcohol/drug-free environment.
- C-8.2 This is to advise all bidders that school policy regarding the sale or use of tobacco, alcohol or drugs, in any form or related products, is prohibited in school buildings, on school grounds, or on buses, while under contract, at all times.
- C-8.3 Persons found to violate this policy may be requested to remove the product in question and themselves from the bus, or be subject to other administrative action, as deemed appropriate by the Contractor.

*****END OF SECTION C*****

SECTION D: PACKAGING AND MARKING

- D-1 The packaging and marking requirements for the resultant Contract shall be governed by clause number (2): Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions, for use with Supplies and Services Contracts, dated March 2007.

***** END OF SECTION D *****

SECTION E: INSPECTION AND ACCEPTANCE

- E-1.1 The inspection and acceptance requirements for the resultant Contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.
- E-1.2 Representatives of the Government of the District of Columbia shall perform inspection and acceptance of the services to be furnished under the Contract, to ensure that the services conform to the terms of the resultant contract. Any item found not in compliance with the specifications, shall be rejected.

***** END OF SECTION E *****

SECTION F: DELIVERIES OR PERFORMANCE

F-1 TERM OF CONTRACT

F-1 The term of the Contract shall be for a period of one (1) year from date of award specified on the cover page of the contract.

F-2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F-2.1 CFSA may extend the term of this contract for a period of four (4) one-year option periods, by written notice to the Contractor, before the expiration of the Contract; provided that CFSA will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit CFSA to an extension. The exercise of the options is subject to the availability of funds, at the time of the exercise of the option. The Contractor may waive the thirty (30) day preliminary notice requirement, by providing a written waiver to the Contracting Officer, prior to expiration of the Contract.

F-2.2 If CFSA exercises this option, the extended Contract shall be considered to include this option provision.

F-2.3 The price for the option period shall be as specified in Section B (Pricing Schedule) of the Contract.

F-2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F-3 DELIVERABLES

The Contractor shall make records, reports, and any other data and program information available to the CFSA via paper, electronic or in the form of observation, through on-site visits conducted by CFSA Representatives.

F-4 MONTHLY ACTIVITY REPORTS

The Contractor shall submit a monthly report in a format prescribed by CFSA, which includes, but is not limited to, the Drivers daily log and the Unusual Incident Report. These reports are due to the CFSA COTR within five (5) days after the end of each month.

***** END OF SECTION F *****

SECTION G: CONTRACT ADMINISTRATION

G-1 CONTRACT ADMINISTRATION

- G-1.1 The Child and Family Services Agency, Contracts and Procurement Administration shall be responsible for all matters of Contract Administration that does not deal with the monitoring of programmatic performance; for which the CFSA COTR is responsible. All questions shall be directed, in writing to the Agency Chief Contracting Officer, unless the Agency Chief Contracting Officer designates another contact person.
- G-1.2 Contracts shall be entered into and signed on behalf of the District of Columbia only by the Contract Officer. The address and telephone number of the Contracting Officer is:

Tara Sigamoni
Agency Chief Contracting Officer
Contracts and Procurement Administration
Government of the District of Columbia
Child and Family Services Agency
955 L'Enfant Plaza North Building, S.W. – Suite 5200
Washington, DC 20024
(202)724-5300

G.2 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G-2.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract.
- G-2.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Contracting Officer.
- G-2.3 In the event that the Contractor effects any change at the instruction, or request of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract price, to cover any cost increase incurred as a result thereof.

G-3 CFSA CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)

- G-3.1 The CFSA COTR shall be the person designated by CFSA to monitor programmatic aspects of contract performance/delivery of services. The CFSA Program Monitor shall have direct responsibility to assign work to the Contractor, review Contractor's performance during the term of the contract, and make recommendations to the Agency Chief Contracting Officer. The CFSA COTR shall also review, approve and sign all invoices and verify all work performed, prior to payment by CFSA.
- G-3.2 The CFSA COTR, who will also be referred to as the Multi-Disciplinary Teaming Supervisor is:

Dr. Benjamin A. Dukes
Multi-Disciplinary Teaming Supervisor
Innovative Family Support Services Administration
Office of Clinical Practice
Child and Family Services Agency
400 Sixth Street SW
Washington, DC 20024
202-715-7789
benjamin.dukes@dc.gov

- G-3.3 The CFSA COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G-3.4 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.4 INVOICE SUBMITTAL AND MPUR INFORMATION FOR INVOICING

- G.4.1 CFSA shall use information generated from the Placement Provider Web (PPW) application for payment of placement services. The PPW is an application within the FACES database system whereby placement contractors certify the requisite placement information, through the Monthly Placement Utilization Report (MPUR), necessary to generate payment invoices to CFSA Fiscal Operations.
- G.4.2 The Contractor will solely utilize the PPW system and the MPUR to submit the necessary information to generate all invoices for payment.”
- G.4.3 The Contractor shall not certify the information within the MPUR earlier than the first day of the following month subsequent to the service month.
- G.4.4 Once an MPUR is certified by the Contractor for the generation of an invoice, it cannot be modified.
- G.4.5 The Contractor must designate a staff member to serve as an approving authority for the PPW. Designated staff must complete the requisite PPW training prior to the issuance of secure access to the system.
- G.4.6 If the Contractor is unable to access the PPW, it is the Contractor’s responsibility to contact the CFSA Computer Information Systems Administration (CISA) helpdesk for technical assistance.
- G.4.7 If there is a substantive, not technical, problem with the Contractor’s PPW invoice, it is the Contractor’s responsibility to contact the designated CFSA Fiscal Operations technician to resolve the issue.
- G.4.8 If the Contractor fails to submit its invoices through the PPW and the MPUR, the Contractor accepts that said invoices may not be processed within the normal statutory timeframes.
- G.4.9 The Contractor shall submit invoices via email, to CFSA’s Fiscal Operations Administration (Office of the Chief Financial Officer) at cfsa.accountspayable@dc.gov or via regular mail delivery to:

Child and Family Services Agency
Fiscal Operations
400 6th Street SW
2nd Floor
Washington, DC 20024

no later than 20 days after the last day of any month in which services are provided. The invoices shall include the Contractor’s name, address, invoice number, date, tax ID number, DUNS number, contract number, description of services, price, quantity and date, other supporting documentation or information, as required by the Contracting Officer, name, title, telephone number and address of both the responsible official to whom payment is to be sent, and the responsible official to be notified in the event of a defective invoice and authorized signature.

G.5 PAYMENT

In accordance with the Quick Payment Act, D.C. Official Code §2-221.02,, payment shall be made within thirty (30) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required

by the PASS system. CFSA will only pay the Contractor for performing the services under this contract at the prices stated in Section B.

G.5.1 Quick Payment Act

The District will pay interest penalties on amounts due to the Contractor under the **Quick Payment Act, DC Official Code §2-221.01 et seq.**, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; **or**
- c) the 15th day after the required payment date for any other item.

G.5.1.2. Any amount of an interest penalty, which remains unpaid at the end of any 30-day period, shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.5.2 Assignments

G.5.2.1 In accordance with 27 DCMR §3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.2.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the Assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____, make payment of this invoice to _____.(name and address of assignee).

G.5.3 Payments to Subcontractors

G.5.3.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; **or**
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.5.3.2 The Contractor must pay any lower-tier subcontractor or supplier, interest penalties on amounts due to the subcontractor or supplier, beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; **or**
- c) the 15th day after the required payment date for any other item.

G.5.3.3 Any amount of an interest penalty, which remains unpaid by the Contractor at the end of any 30-day period, shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

- G.5.3.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the **Quick Payment Act** does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G-6 MODIFICATIONS

Any changes, additions or deletions to this contract shall be made by written modification, by the Agency Chief Contracting Officer, only and no other. Any such changes, additions or deletions made to the contract, by a CFSA or non-CFSA employee, who is not an authorized Agency Chief Contracting officer, shall be deemed null and void.

G-7 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G-7.1 For Contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.
- G-7.2 No final payment shall be made to the Contractor until the Agency Fiscal Officer has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G-9 ORDERING CLAUSE

- G-9.1 Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of the contract.
- G-9.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

***** END OF SECTION G *****

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H-1 KEY PERSONNEL

- H-1.1 There shall be no substitutions of the Key Personnel without prior written approval of the CFSA COTR. The CFSA COTR shall approve all key personnel proposed by the Contractor, to work under this Contract, prior to the individual beginning work. CFSA may require for any reason, and at any time, that the Contractor remove and replace Contractor personnel or subcontractor personnel.
- H-1.2 When the Contractor is unable to cure its deficiencies in a timely manner and CFSA requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing, until the time CFSA is able to award said Contract to a qualified responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract provisions, the original Contractor is completely liable for any and all total cost differences between their Contract, and the new Contract awarded by CFSA, to the replacement Contractor.

H-2 FREEDOM OF INFORMATION ACT

- H-2.1 District of Columbia Freedom of Information Act, at DC Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District Contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the Contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CFSA Program Monitor, who will provide the request to the FOIA Officer for the agency in accordance with the DC Freedom of Information Act. If the agency receives a request for a record maintained by the Contractor pursuant to the contract, the CFSA Program Monitor will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the Contract Monitor within the timeframe designated by the CFSA Program Monitor. The FOIA Officer for the agency will determine the release ability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with *DC Official Code § 2-532 and Chapter 4 of Title 1 of the DC Municipal Regulations*.

***** END OF SECTION H *****

SECTION I: CONTRACT CLAUSES

I-1 GOVERNING LAW

This Contract is governed by the laws of the District of Columbia, the rules and regulations of the Child and Family Services Agency and other pertinent laws, rules and regulations relating to the award of public contracts in the District.

I-2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP) are incorporated as part of the Contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on Solicitation attachments under the heading "Vendor Portal", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I-3 CONTRACTS THAT CROSS FISCAL YEARS

I-3.1 Continuation of this Contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I-4 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I-4 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

I-5 INSURANCE

I-5.1 A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

1. **Certificate of Insurance Requirement.** The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job

location, the District as an additional insured, and a waiver of subrogation with the following minimums, for the entire contract period.

2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000 limits per occurrence and \$2,000,000 per aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall include the District of Columbia as an additional insured.

2.1 Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000 limits per occurrence and \$2,000,000 per aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall include the District of Columbia as an additional insured.

3. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

4. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

5. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

6. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$2,000,000 per occurrence, with the District of Columbia as an additional insured.

7. Sexual Abuse & Molestation

Per Occurrence: \$1,000,000 and Aggregate: \$1,000,000.

The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

5.1.2 B. DURATION. Except as proved in I.5.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

5.1.3 C. CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

5.1.4 D. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

5.1.5 The insurance policies required by this section shall contain the following endorsement:

“It is hereby understood and agreed that the insurer may not cancel, fail to renew, or reduce the coverage or liability limits of this policy, unless the insurer provides the contracting entity, licensing agency, and the Office of the City Administrator, with written notice of an intent to take such action, at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other such action.” The insurer shall serve notice to the following persons by certified mail, return receipt requested:

Tara Sigamoni
Agency Chief contracting Officer
Contracts and Procurement Administration
Child and Family Services Agency
955 L’Enfant Plaza, S.W., North Building – Suite 5200
Washington, DC 20024
(202) 724-5300

Office of the City Administrator
Attention Risk Management Officer
441 4th Street, N.W.
Suite 800S
Washington, DC 20001

5.1.6 The Contractor shall defend, indemnify and hold the contracting entity, licensing agency, and the District of Columbia government, and its elected and appointed officials and officers, employees, agents and representatives, harmless from and against any and all injuries, claims, demands, judgments, and suits in law and equity (including without limitation, habeas corpus actions), actions before administrative tribunals, damages, losses and expenses, including reasonable attorney’s fees and costs of suit or defense, that actually or allegedly, in whole or in part, arise out of, or result from:

- Operating a facility;
- Performing or failing to perform duties required by or reasonably related to the requirements of the contract between the facility and the contracting entity; or
- Providing or offering services, whether or not caused by the facility or its affiliates, officers, employees, agents, contractors or subcontractors; whether or not such acts or omissions were alleged or proven to have been caused in whole or in part by the contracting entity, the licensing agency or the District of Columbia government, and whether or not such acts or omissions are authorized, allowed or prohibited by this Chapter. The facility’s indemnity obligations under this section shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses to the extent arising out of or resulting from the gross negligence or willful misconduct by the contracting entity; the licensing agency or the District of Columbia government, or their officials, officers, employees, agents or representatives, provided that no such gross negligence or willful misconduct, alleged or actual, shall affect the facility’s obligation to defend the contracting entity, licensing agency, and the District of Columbia government.

5.1.7 The Contractor shall provide copies of the policies for any or all of the insurance required by this section to the contracting entity and licensing agency within thirty (30) days of signed definitized contract.

I-6 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 05-2103 (**Revision No. 8, dated May 26, 2009**), issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. §351 et seq.) and incorporated herein as Section J-1.3 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

I-7 HIPAA PRIVACY AND CONFIDENTIALITY COMPLIANCE

I-7.1 Definitions

- (a) "Business Associate" shall mean The Contractor.
- (b) "CFSA" shall mean the District of Columbia, Child and Family Services Agency
- (c) "Confidentiality law" shall mean the requirements and restrictions contained in federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.
- (d) "Designated Record Set" means:
 - 1. A group of records maintained by or for CFSA that is:
 - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - (iii) Used, in whole or in part, by or for CFSA to make decisions about individuals.
 - 2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for CFSA.
- (e) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (f) Privacy Rule. "Privacy Rule" shall mean the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.
- (g) "Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of CFSA, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning CFSA or its employees.
- (h) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of CFSA.
- (i) "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, except to the extent District of Columbia laws have preemptive effective by operation of 45 CFR part 160, subpart B, or, regarding other protected information, required by District or federal law .
- (j) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

I-7.2 Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section.
- (d) The Business Associate agrees to report to CFSA any use or disclosure of the protected information not provided for by this Section H.2 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of CFSA, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

- (f) The Business Associate agrees to provide access, at the request of CFSA, and in the time and manner prescribed by the Contracting Officer, to protected information in a Designated Record Set, to CFSA or, as directed by CFSA, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that CFSA directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of, CFSA, available to the CFSA, or to the Secretary, in a time and manner prescribed by the Contracting Officer or designated by the Secretary, for purposes of the Secretary determining CFSA's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for CFSA to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to CFSA or an Individual, in time and manner prescribed by the Contracting Officer, information collected in accordance with Section (i) above, to permit CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

I-7.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, CFSA as specified in this contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by CFSA or the minimum necessary policies and procedures of CFSA.
- (b) Except as otherwise limited in this Section, the Business Associate may use protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Section, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Section, the Business Associate may use protected information to provide Data Aggregation services to CFSA as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

I-7.4 *Obligations of CFSA*

- (a) CFSA shall notify the Business Associate of any limitation(s) in its notice of privacy practices of CFSA in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected information.
- (b) CFSA shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose protected information, to the extent that such changes may affect the Business Associate's use or disclosure of protected information.
- (c) CFSA shall notify the Business Associate of any restriction to the use or disclosure of Protected information that CFSA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected information.

I-7.5 Permissible Requests by CFSA

CFSA shall not request the Business Associate to use or disclose protected information in any manner that would not be permissible under the confidentiality law or privacy rule if done by CFSA.

I-7.6**Term and Termination**

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the protected information provided by CFSA to the Business Associate, or created or received by the Business Associate on behalf of CFSA, is destroyed or returned to CFSA, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon CFSA's knowledge of a material breach of this Section by the Business Associate, CFSA shall either:
 - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the contract if the Business Associate does not cure the breach or end the violation within the time specified by CFSA;
 - (2) Immediately terminate the contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
 - (3) If neither termination nor cure is feasible, and the breach involves protected health information, CFSA shall report the violation to the Secretary.
- (c) Effect of Termination.
 - (1) Except as provided in Section I-7.2(g), upon termination of the contract, for any reason, the Business Associate shall return or destroy all protected information received from CFSA, or created or received by the Business Associate on behalf of CFSA. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected information.
 - (2) In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to CFSA notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

I-7.7**Miscellaneous**

- (a) Regulatory References. A reference in this Section to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Section from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section H.4.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the contract.
- (d) Interpretation. Any ambiguity in this Section shall be resolved to permit the covered entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule. The terms of this HIPAA Compliance Clause amend and supplement the terms of the Contract, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the Contract, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the

Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.

- (e) No Third-Party Beneficiaries. The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to access to and amendment of their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs I-7.7(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, or shall be construed to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this HIPAA Compliance Clause.
- (f) Compliance with Applicable Law. The Business Associate shall comply with all federal, District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract, to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- (g) Governing Law and Forum Selection. This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated by and before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.
- (h) Indemnification. The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.
- (i) Injunctive Relief. Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.
- (j) Assistance in litigation or administrative proceedings. The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.
- (k) Notices. Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to If to the Covered Entity, to

_____	_____
_____	_____
Attention: _____	Attention: _____
Fax: _____	Fax: _____

- (l) Headings. Headings are for convenience only and form no part of this HIPAA compliance Clause and shall not affect its interpretation.
- (m) Counterparts; Facsimiles. This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- (n) Successors and Assigns. The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- (o) Severance. In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section I-7.7(k) within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.
- (p) Independent Provider. The Business Associate will function as an independent Provider and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- (q) Entire Agreement. This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section I-7.7 (b), which incorporates by reference, the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

I-8 WAY TO WORK AMENDMENT ACT OF 2006

- I-8.1 Except as described in I-8.8 below, the Provider shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- I-8.2 The Provider shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- I-8.3 The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- I-8.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- I-8.5 The Provider shall provide a copy of the Fact Sheet to each employee and subcontractor who performs services under the contract. The Provider shall also post the Notice in a conspicuous place in its place of business. The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

- I-8.6 The Provider shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- I-87 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- I-8.8 The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
 - (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
 - (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- I-8.9 The Mayor may exempt a Provider from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

I-9 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I-10 SUBCONTRACTING

- I-10.1 The Contractor shall not engage subcontractors to perform any of its responsibilities under this Contract without the prior written approval of the Contracting Officer.
- I-10.2 Consent by the CFSA to any proposed subcontractor shall not: (1) constitute a determination of the acceptability of any subcontract terms or conditions; (2) constitute a determination of the acceptability of any amount paid under any subcontract; or (3) relieve Contractor of any of its responsibilities under the Contract.

- I-10.3 The Contractor shall assure that all subcontracts approved by CFSA shall be consistent with the terms of this Contract, including, but not limited to, certifications and licenses of staff, safeguarding of confidential information, and insurance coverage.
- I-10.4 For purposes of this Contract, any individual who is performing any part of the work or other requirement of this Contract and who is an employee of the Contractor is considered Contractor Personnel (“Contractor Personnel”). For example, self-employed individuals, independent contractors, contract laborers, individuals who are employees of a temporary employment/personnel agency etc., who perform any part of the work or requirements of this contract, do not come within the definition of Contractor Personnel and are either subcontractors or employees of subcontractors. For purposes of this Contract, individuals and entities that perform services or provide goods under this Contract and are not included in the definition of “Contractor Personnel” under this paragraph shall be considered subcontractors. Arrangements with either temporary agencies or with individuals, for the provision of temporary personnel, are considered subcontracts.

I-11 AUDITS, RECORDS AND RECORD RETENTION

- I-11.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor’s invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer, not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment, within thirty (30) days after written notification.
- I-11.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the Contract that results from this solicitation.
- I-11.3 The Contractor shall maintain and retain all records including written policies and procedures covering qualifications, training, drug testing and employee duties for staff, volunteers and interns; copies of unusual incident reports (UIR); travel manifests and other statistical records required by the District; financial records; supporting documents; and any other documents (including electronic storage media) pertinent to the Contract for a period of five (5) years after termination of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation, which may be based on the terms of the Contract.
- I-11.4 The Contractor shall assure that these records shall be available at all reasonable times to inspection, review, or audit by Federal, and District Agencies, or other personnel duly authorized by the Contracting Officer.
- I-11.5 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor’s Contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- I-11.6 The Contractor shall include these aforementioned audit and recordkeeping requirements in all approved subcontracts and assignments.

I-12 CONFLICT OF INTEREST

The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the Contract.

I-13 SPECIAL INDEMNITY

The following provision supplements Section 10 of the Standard Contract Provisions: The Provider shall indemnify and hold harmless the District and all its officers, agents and servants acting within the scope of their official duties against any and all assessments, fines or monetary penalties that may be imposed on the District by order or judgment of any court of competent jurisdiction, or required pursuant to the terms of the LaShawn v. Fenty Implementation Plan, as a consequence or result of any act, omission or default of the Provider, its employees, agents or subcontractors in the performance of, or in connection with, any work required or performed under the awarded contract.

I-14 CONTINUITY OF SERVICES

I-14.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

1. Furnish phase-out, phase-in (transition) training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I-14.2 The Contractor shall, upon the Contracting Officer's written notice:

1. Furnish phase-in, phase-out services for up to 90 days after this contract expires and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

I-14.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I-14.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I-14.5 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I-15 RIGHTS IN DATA

I-15.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information

incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

- I-15.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I-15.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I-15.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I-15.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I-15.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
 - Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
 - Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

- Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I-15.7 The restricted rights set forth in section I-15.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ With _____

(Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I-15.8 In addition to the rights granted in Section I-15.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I-15.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I-15.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I-15, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I-15.10 For all computer software furnished to the District with the rights specified in Section I-15.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I-15.5. For all computer software furnished to the District with the restricted rights specified in Section I-15.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I-15.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I-15.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I-15.13 Paragraphs I-15.6, I-15.7, I-15.8, I-15.11 and I-15.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I-16 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, dated March 2007.

***** END OF SECTION I *****

SECTION J: ATTACHMENTS AND DOCUMENTS INCORPORATED BY REFERENCE

Documents Incorporated by Reference and Order of Preference – a conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference in the following order of preference:

J-1 INCORPORATED DOCUMENTS

The following documents are incorporated into this solicitation by reference and made a part hereof. If there is a conflict in the language among these incorporated documents, the following list sets forth in descending order of priority the precedence of interpretation. The following forms, located at www.cfsa.dc.gov Contracting Opportunities, Procurement Library:

- J-1.1 LaShawn A. v. Fenty Amended Implementation Plan
- J-1.2 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007
- J-1.3 Wage Determination No. 05-2103 (Revision No. 8, dated May 26, 2009)
- J-1.4 Title I of the Way to work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code 2-220.01§et seq.) (www.ocp.dc.gov)

J-2 INCORPORATED ATTACHMENTS

The following forms, located at www.cfsa.dc.gov Contracting Opportunities, Procurement Library, shall be completed and incorporated with the bid:

- J-2.1 LSDBE Certification Application Package
- J-2.2 E.E.O. Information and Mayor's Order 85-85
- J-2.3 Office of Tax and Revenue Tax Certification Affidavit
- J-2.4 Department of Employment Services Tax Certificate Affidavit
- J-2.5 First Source Employment Agreement
- J-2.6 Cost/Price Data Package and Budget Information

***** END OF SECTION J *****

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K-1 TYPE OF BUSINESS ORGANIZATION

K-1.1 The bidder, by checking the applicable box, represents that

- (a) It operates as:
☐ a corporation incorporated under the laws of the State of: _____
☐ an individual,
☐ a partnership,
☐ a nonprofit organization, **or**
☐ a joint venture.

- (b) If the bidder is a foreign entity, it operates as:
☐ an individual,
☐ a joint venture, **or**
☐ a corporation registered for business in
 (Country) _____

K-2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a Contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder Date:

Name: _____ Title: _____

Signature: _____

Bidder _____ has _____ has not participated in a previous Contract or subcontract subject to the Mayor's Order 85-85.
 Bidder _____ has _____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor's Order.)

K-3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
 _____ COUNTRY OF ORIGIN

K-4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K-5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder is considered to be a certification by the signatory that:

- (1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- (2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; **and**
- (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; **or**
- (2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the bidder's organization);

As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; **and**

As an agent, has not participated, and will not participate, in any action contrary to sub-paragraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a) (2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K-6 WALSH-HEALEY ACT

If this Contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public.

Contracts Act, as amended (41 U.S.C. §§35-45) (the "Act", as used in this section), the following terms and conditions apply:

(a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).

K-7 TAX CERTIFICATION

Each bidder must submit with its bid, sworn Tax Certification Affidavit and Tax Certificate Affidavit, incorporated herein as Section J-2.3 and J-2.4.

***** END OF SECTION K *****

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L-1 METHOD OF AWARD:

The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received, whenever it is determined that such action is in the best interest of the District. The District intends, but is not obligated, to award a *single* contract resulting from this solicitation to the responsive and responsible bidder who has the lowest evaluated bid. See Section M for Evaluation Factors.

L-2 PRE-BID CONFERENCE

L-2.1 A pre-bid conference will be held at **2:00 PM on November 12, 2009 in the 5th Floor conference room at Child and Family Services Agency, Contracts and Procurement Administration, 955 L'Enfant Plaza SW, North Building, Suite 5200, Washington, DC.** Prospective Bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending Bidders must complete the pre-bid conference Attendance Roster at the conference so that their attendance can be properly recorded.

L-2.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the CFSA's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective Bidders who are listed on the official Bidders' list as having received a copy of the solicitation. Answers will be posted on the CFSA website at www.cfsa.dc.gov, under *Contracting Opportunities*.

L-3 PREPARATION AND SUBMISSION OF BIDS

L-3.1 Bidders shall submit a signed original and **two (2) copies**. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. CFSA-10-I-0004."**

L-3.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid. The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

L-3.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L-4 BID SUBMISSION DATE/TIME AND PUBLIC BID OPENING

Bids must be submitted no later than **2:00 PM (EST) local time on November 30, 2009, to:**

**Child and Family Services Agency (CFSA)
Contracts and Procurement Administration (Bid Room)
955 L'Enfant Plaza, SW, North Building, Suite 5200
Washington, DC 20024**

A public bid opening will be held **2:00 PM (EST) local time on November 30, 2009 at:**

Contracts and Procurement Administration (Bid Room)
955 L'Enfant Plaza, SW, North Building, Suite 5200
Washington, DC 20024

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; **or**
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that mishandling by the District after receipt caused the late receipt at the location specified in the solicitation.

L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a US or Canadian Postal Service postmark on the wrapper or on the original receipt from the US or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.6.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.4 Late Modifications

A late modification of a successful bid, which makes its terms more favorable to the District, will be considered at any time it is received and may be accepted.

L.6.5 Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.7 Hand Delivery or Mailing of Bids

DELIVER OR MAIL TO:

Child and Family Services Agency (CFSA)
Contracts and Procurement Administration (Bid Room)
955 L'Enfant Plaza, SW, North Building, Suite 5200
Washington, DC 20024

L.8 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer to the following email address: cfsa.cpa@dc.gov. The prospective bidder shall submit questions no later than **14 calendar days** prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **14 calendar days** before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the Contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Contracts and Procurement Administration, Child and Family Services Agency, 955 L'Enfant Plaza SW, North Building, Suite 5200, Washington, DC 20024, telephone (202) 724-5300, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Tara Sigamoni of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder or Contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the DC Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation, which are apparent prior to bid opening, or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the **Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, DC 20004**. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.12 SIGNING OF BIDS

- L.12.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. The person signing the bid must initial erasures or other changes. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.
- L.12.2 All correspondence concerning the bid or resulting Contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; **or** (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.14 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.14.1 Name, address, telephone number and federal tax identification number of bidder;

L.14.2 Except for certifications required in section M, prior to award the bidder shall submit to the District a copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed **"Clean Hands Certification"** that is referenced in **DC Official Code §47-2862 (2001)**, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

L.14.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.15 STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements, therefore, the prospective Contractor must submit the documentation listed below.

L.15.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.15.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.15.3 Evidence of the necessary organization, staffing, experience, accounting and operational control, technical skills or the ability to obtain them.

L.15.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.15.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.15.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.15.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.15.8 If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

*****END OF SECTION L*****

SECTION M: EVALUATION FACTORS

M-1 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, DC Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M-2 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

1. Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
2. Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
3. Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
4. Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
5. Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; **and**
6. Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M-3 Application of Preferences

The preferences shall be applicable to prime Contractors as follows:

1. Any prime Contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
2. Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

3. Any prime Contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
4. Any prime Contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
5. Any prime Contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
6. Any prime Contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M-4 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M-5 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime Contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M-6 Vendor Submission for Preferences

- M-6.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:
- M-6.2** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; **or**
- M-6.3** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.
- M-6.4** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

**Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington, DC 20001**

M-6.5 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

***** END OF SECTION M *****